



**CITY OF RENO
DEPARTMENT OF PUBLIC WORKS**

April 6, 2001



THE RENO TRANSPORTATION RAIL ACCESS CORRIDOR

**REQUEST FOR QUALIFICATIONS/PROPOSALS
FOR
PROJECT MANAGEMENT CONSULTANT**

Public Notice: City of Reno (City) will receive proposals for a Project Management Consultant (PMC) for a design-build project to relocate approximately 2.25 miles of Union Pacific Railroad double track in a trench through the downtown district. The Request for Qualifications/Proposals (RFQ/RFP) will be available April 6, 2001. Proposals must be received before noon on May 9, 2001 at: City of Reno, Clerk's Office, 490 South Center Street, Reno, NV 89501. A mandatory pre-proposal meeting will be held on April 23, 2001 at Reno City Hall Council Chambers starting promptly at 1:30 PM. Minutes or a transcript of the pre-proposal meeting will be distributed to all registered attendees. Short listed interviews will be held on June 6. Complete details of this RFQ/RFP can be found on www.ReTRAC.org.

All interested firms intending to submit, or contemplating the submission of, a proposal in response to this RFQ/RFP should register in writing with Ms. Edie Evans, ReTRAC Project Office, 190 East Liberty Street, Reno, Nevada 89501. Registration shall consist of a letter stating the firm's request to be registered as a prospective proposer in connection with this RFQ/RFP and should include a contact person, address and phone number with respect to which the City may communicate with the registrant. Failure to register shall not preclude a firm from submitting a proposal, but such failure may result in the firm not receiving any addenda, supplements or modifications to this RFQ/RFP, as well as any other relevant information or notices provided by the City during the procurement process.

The City of Reno is requesting proposals for engineering consulting services to undertake tasks to advance the Reno Transportation Rail Access Corridor (ReTRAC) project identified as "Alternative 5" in the EIS Record of Decision (ROD) issued February 23, 2001 up to and through design-build contractor bid analyses, selection and award, including the development, packaging and coordination of the City's design-build procurement in conjunction with other City consultants. If the City Council subsequently approves the design-build contract and authorizes design and construction, the engineering consulting services will continue to project completion some 5 years hence. The City intends to award the Project Management Consultant (PMC) to a single firm, or consortium, under a single contract. The PMC will operate as an extension of the City's staff as an independent contractor and be responsible for most project management issues as well as other relevant

tasks that may be assigned from inception to completion of construction. The PMC's work might be extended beyond design and construction if it is decided that a maintenance period is required of the successful design-build contractor. This contract will be in 2 phases - Phase I through the analyses of the cost estimate review, review analyses of the contractors' bids, selection and award and Phase II, if authorized, through completion of construction.

Briefly, the project involves placing the Union Pacific Railroad (UP), which now runs at grade through the central portion of the City, in an approximately 2¼-mile-long trench some 33 feet deep (top-of-rail to street grade) tapering back to grade at the trench ends. (Currently there are 11 highway/railway grade crossings, 10 of which would be grade-separated, and 1 new crossing to be grade-separated, when the trench is constructed.) The project is anticipated to be built in two phases. The first phase will be to construct the end sections of the trench and upon completion, the second phase, or downtown section, will be constructed, thereby minimizing disruption to the downtown core. Similarly, a shoofly track will be built for the project ends first and the downtown section last. Train traffic shall be maintained at all times. Wherever possible, utility relocations will be undertaken in advance of construction work.

Documentation and work sheets for the project are available including the 20% to 30% design level estimate and other supporting documentation. Copies of this information or where to purchase it may be found on www.ReTRAC.org. All public technical information about this project is available through Sierra Legal Duplicating, Inc. (SLD), contact Melissa or Harm at 775-786-8224. The list of documents available at SLD is posted on www.ReTRAC.org (under the Library section). RFQ/RFP documents will be available to pick up at the ReTRAC office on March 23, 2001, through fax requests to Edie Evans at 775-334-3110, and by e-mail requests to evanse@ci.reno.nv.us, please include your Federal Express number. General information about the City can be found at www.CityofReno.com

The PMC shall provide leadership and overall management of the design and construction for the ReTRAC project. This may include providing some design services (30% to 100% levels) in advance of the design-build-type contract, e.g. utility relocation and precise location of shoofly tracks and other necessary features.

Through a Memorandum of Understanding (MOU) between the City and the UP, which is available through web site, www.ReTRAC.org, UP has certain approval rights concerning project plans, designs, and construction to be assured that its overall interests are served. UP is expected to participate and/or undertake track and signal design and construction, though some aspects of this may change as the project progresses. Responsibility for the operation and maintenance of the ReTRAC project, both during and after construction, will be that of the City except for the track structure, signal systems, surface drainage system, and access roadway and such other items which will be the responsibility of UP as are more particularly expressed in the MOU.

All environmental aspects of the project are being managed by MADCON Consultation Services and it is anticipated that it will continue to do so throughout the project development process. The PMC services consultant will be required to coordinate its effort with MADCON and other City legal and financial consultants.

SCOPE-OF-WORK

The PMC shall be responsible for the overall and day-to-day management of the ReTRAC project procurement, design, construction (and potentially maintenance) under the direction of the ReTRAC Project Manager, except environmental aspects of the project managed by the environmental consultant. The following requirements are indicative of the work required and tasks to be accomplished and must be addressed by the proposer. Each proposer should, in addressing the following requirements, indicate the proposer's relevant experience, skill, understanding of this project and proposed plans (including relevant personnel and responsibilities) for implementing such responsibilities in connection with this project.

Cost Estimate Evaluation: The PMC's first task will be to conduct a thorough and comprehensive review of the previous cost estimate that was prepared by the Nolte team. To do this review the PMC first will have to verify the preliminary engineering and the elements of the cost estimate that was used to make up the cost estimate. The PMC shall identify and substantiate in detail any assessment of project construction estimate that differs from the existing construction estimate. While this task shall be the first task of the PMC, other tasks, as directed by the City, shall proceed simultaneously, to expedite the work herein. Proposers should be aware that the City Council will carefully scrutinize the PMC's review of the existing cost estimates and may, in its discretion, elect not to proceed further with the ReTRAC project at that time.

Partnering: Continue implementation of the comprehensive partnering program inclusive of all parties associated with or working on ReTRAC. The City suggests that this program be based on the one developed by Arizona DOT and refined for use on Utah's I-15 corridor project. The required elements of the partnering program is outlined in the ReTRAC project's ROD as a mitigation measure (C-17). Mitigation measures for the ReTRAC project can be viewed at the ReTRAC project website, www.ReTRAC.org.

Public Affairs/Construction Relations: Shall coordinate with the stakeholders, community groups and others established by the City who have interests in the project and develop strategies to have open lines of communications with such groups and individuals and undertake these activities at the direction of the City. If design and construction are authorized, in eventual coordination with the contractor.

Consultation: Shall provide advice to and consult with the ReTRAC Project Manager on overall strategies, particularly in developing the design-build procurement process and documents, risk allocation, including the design-build contract and its related documents, construction management and possible after-contract-maintenance.

Briefings: Shall provide briefings, on an ongoing basis, to the City, City staff, and at the request of the City, other interested parties on overall project status, issues and concerns.

Coordination: Shall provide liaison and coordination with UP, consultants, contractors, city agencies, other government agencies, property owners, affected businesses, tenants, utility companies, stakeholders, public, and others as required.

Project Office: Shall establish a project office near City Hall in which all the ReTRAC management functions will take place. This office shall have the potential for expansion to accommodate initial and future staff. For City ReTRAC project staff, equipped office space shall be provided by the PMC within the project office for the ReTRAC Project Manager, a technical staff employee, the ReTRAC Public Information Officer, the environmental manager and a clerical administrator. Desk space shall also be provided for a UP and NDOT representative.

Project Manager, Deputy Project Manager, and other staff: Shall identify and commit to the availability of these managers and staff, who will have overall responsibility for the work throughout the duration of the project. To the extent required by law, managers and staff identified in the proposal shall be Nevada registered professional engineers, surveyors or architects. Dedicated managers and staff, as set forth in the contract with the PMC and/or by the City, shall not be released from assignment to the ReTRAC project without written permission from the City, and only after an acceptable replacement is approved by the City.

Communications and Lines of Authority: Shall prepare a manual for communication procedures for the ReTRAC project that will clearly establish lines of authority between and among the PMC, the PMC's subcontractors, the City and other City consultants.

Design-Build Procurement. In accordance with applicable law, develop, prepare, implement, manage, administer and coordinate, along with the City's other consultants, the procurement process for the procurement of the design-build contractor. Develop, generate, review, procure and package, in conjunction with the City and its other consultants, such technical data as is necessary for prospective design-build contractors to submit a fixed price/guaranteed completion date proposal for the ReTRAC project. Develop, in conjunction with the City and its other consultants, appropriate risk allocations between the City and the design-build contractor for inclusion in the design-build contract. Develop, in conjunction with the City and its other consultants, the evaluation criteria and procedures to be used in assessing, evaluating and selecting the design-build contractor. Provide technical and administrative support and coordination during the evaluation process, contractor selection, contract award and contract start-up.

SEP-14: Shall assist in the development and prosecution of the City's SEP-14 application concerning the design-build contractor procurement and shall undertake any necessary coordination with the City's other consultants, NDOT and FHWA in order to successfully procure approval of the City's application.

Design Standards and Procedures: Shall generate design standards as necessary and specifications for use in the design-build procurement and contract, building upon the standards of City's Public Works Design Manual and Standard Specifications, UP Railroad Standards, Nevada DOT Standards, AASHTO Bridge Design Standards, the American

Railway and Maintenance-of-Way Association (AREMA) Recommended Practices and such other standards approved by the City. Construction Standards Institute (CSI) specifications and format shall be used.

Coordination of Activities: There are a number of activities to be undertaken by outside and diverse parties, e.g., utility companies, UP, fiber optic companies, pipeline companies, property consultants, geotechnical consultants, environmental work, private parties etc., whose activities can directly affect scheduling and lead to claims. The PMC shall coordinate all of such activities and recommend a resolution for each potential disruptive issue to keep the project on schedule and eliminate potential claims.

Master Schedule and Schedule Reporting: Shall develop and generate a master schedule for the project procurement, design and construction and all of its components and build upon currently available schedules prepared by the City. The schedule, prepared in the current edition of Primavera, shall be revised at least semi-monthly to include a comprehensive display of all tasks and progress related thereto. The schedule shall be used to identify all project activities and cash flow documentation and projections and shall be transferable to the successful design-build contractor's schedule. PMC will prepare progress reports on at least a semi-monthly basis of schedule adherence and deviations.

Meetings: Shall conduct weekly project meetings with the City and other relevant consultants and such other meetings as required by the City. The PMC shall issue minutes on a timely basis to the City and other relevant meeting participants following any such meeting. These requirements are expected to be faithfully fulfilled, particularly the issuing of minutes.

Cost Control and Reporting: Shall develop a comprehensive cost control for the PMC contract and the design-build construction contract and reporting system tracking costs versus budget versus cash flow requirements versus work remaining, to be submitted at least monthly and at such other times requested by the City. Shall be integrated with the Primavera system.

Document Control: Shall develop a system to maintain all documents currently, including electronic, in an orderly and easily retrievable system. At completion of the ReTRAC project all records, including as-builts, shall be appropriately documented in an easily retrievable electronic system and turned over to the City.

Value Engineering (V-E): Shall provide value engineering services, including constructibility reviews, both prior to award of the design-build contract and thereafter as such issues and items evolve during project design and construction. The PMC shall provide the initial review of proposed value engineering changes and advise City on the merit of all V-E proposals.

Safety: Shall prepare the safety specification and provide for its oversight and implementation. Be part of the team, including other consultants, hired by the City advising the City to determine a strategy for comprehensive project insurance coverage for the ReTRAC project, including analyses of traditional contractor-provided insurance,

owner-controlled insurance programs, contractor-controlled insurance programs and partnered insurance programs.

Traffic Diversion: Prepare guidelines, criteria, performance standards pertaining to a traffic mitigation plan to include in the design-build request for proposals and contract that addresses the access and construction needs of the design-build contractor, while minimizing the affect and interruption of city traffic and affected businesses. In developing this plan, using the developed guidelines, criteria and performance standards the design-build contractor shall consult with all affected and interested stakeholders, as well as interested members of the public. This will be an important task for the design-build contractor to plan and appropriately advertise to the public indicating upcoming traffic diversions. This work shall be coordinated through the PMC and the ReTRAC Public Information Officer.

Construction Management: Develop an outline and plan for the contractor payment process and a schedule-of-values. Develop an outline for a claims, partnering and dispute resolution process. Provide construction management, configuration control, and claim prevention and resolution. Provide oversight for contractor's QA/QC program. Review and approve ReTRAC project design submittals, both preliminary and final. Identify design deficiencies and/or issues and resolve the same with the design-build contractor.

Utilities: Prepare necessary utility plans and documents prior to design-build construction contract award to expedite the design and construction of the ReTRAC project. Coordinate all work with the design-build contractor regarding all utilities, including power, gas, water, telephone, telecommunications, sewers, pipelines, such that this work does not form the basis of a claim or time delay. Note that it is anticipated some of the utility work may be able to be done by the design-build contractor, while other utility work would be done under separate contract with the owners of the utility.

Engineering: Develop and coordinate peer review committee of all engineering and architectural functions.

Property Acquisition: All tasks related to property (right-of-way) acquisition shall be the responsibility of the PMC in coordination with the City's Property Manager. Tasks include procurement of qualified surveyor(s) to produce right-of-way maps and stamped legal descriptions of all right-of-way to be acquired, procurement of qualified real estate appraiser(s) and review appraiser(s), procurement of relocation and acquisition firm(s). Provided, however, that property acquisition for the benefit of the design-build contractor may be included in the design-build contractor's scope and contract. The PMC shall integrate this work into the project schedule and use its best efforts to ensure that this work does not adversely impact the schedule or result in claims by the design-build contractor. If the design-build contractor undertakes any portion of these tasks, the PMC shall coordinate and provide oversight to ensure the ReTRAC project schedule is not affected and to ensure conformance with all applicable state, local and federal policies and laws.

Overview: Coordinate with UP, FHWA and NDOT, as required under applicable stewardship and other agreements with the City, some of which are currently under development.

COMPENSATION; CONTRACT TERMINATION; CONFLICTS OF INTEREST

The method of payment under which the PMC shall be compensated shall be a cost plus fixed fee basis. The exact parameters and factors to be used in calculating the PMC's compensation shall be part of the negotiations with the selected proposer.

Proposers should note that the PMC contract will include the right of the City to terminate the contract for public convenience without cause at any time. In such event, the PMC shall be compensated for all work performed as of the date of the termination that has been accepted by the City. This termination right shall be in addition to any other termination rights set forth in the PMC contract with respect to termination for cause, breach and/or default.

Unsuccessful proposers who submit Preliminary Proposals in response to this RFQ/RFP shall not be prohibited by the City from participating on teams responding to the design-build procurement for the ReTRAC project.

EVALUATION CRITERIA

The criteria described as follows will be used to evaluate proposer's written submittals as well as consultant team interviews. The evaluation is based on a maximum score of 100. As well, the proposers are encouraged to address any pertinent issues they believe important that are not mentioned in the evaluation criteria.

Proposer and Key Personnel Skill and Experience. Qualifications, knowledge and experience of proposer's key personnel. Depth and pertinent skills and experience of support and specialty staff. Draw on the Scope-of-Work. 35 points. Proposers must provide an organization chart indicating dedicated managers and key staff that will be assigned and committed to ReTRAC and indicate the firm that employs them. Proposers must provide resumes for such individuals.

- Demonstrated skill and experience in generating and reviewing construction estimates for similar projects.
- Demonstrated skill and experience in the preparation of proposal, scope of work and contract documents for a design-build procurement for similar projects. This shall demonstrated by, among other things, at least one design-build project of similar scope with which the proposer has had a significant and major role as well as a reference for that project that supports the proposer's claims.
- Demonstrated skill and experience, based upon, among other things, specific references provided by the proposer, in keeping the procurement, design and construction of this type of project on schedule and within budget.
- Demonstrated skill and experience in the design, construction and supervision of rail projects, including, railway alignment, trenching, trackwork, and signals.
- Demonstrated skill and experience acting as a project manager for design and construction of similar projects - particularly "top down" construction in a glacial outwash environment within city limits.
- Demonstrated skill and experience in design and construction supervision of a below-water-table concrete invert installed prior to excavation.
- Demonstrated skill and experience in project management of utility relocation.
- Demonstrated skill and experience in providing design and construction QC/QA for a design-build project.
- Knowledge of working in the constrained environment of the project site.
- Knowledge of local physical, environmental, and political conditions.

- Demonstrated skill and experience in working with the various public and private entities that will be involved in the ReTRAC project.
- Demonstrated skill, experience and sensitivity in working with the wide variety of government officials, consultants, stakeholders, private companies, contractor's staff, and affected public.
- Demonstrated skill in setting up a public affairs/construction relations team for similar projects.
- Demonstrated skill in setting up and operating a successful partnering agreement for similar projects.

Approach to work tasks. 35 points. The quality and thoughtfulness of the proposer's approach to the development and implementation of the scope of work, including program and construction management functions as well as approaches to work tasks and understanding what is required to successfully implement the project. Proposers must provide an organizational chart indicating the firms included in this proposal and the tasks to which they will be assigned. The comprehensiveness, quality and thoughtfulness of the proposed scope-of-work deliverables.

- Approach the proposer will take to proceed with its assignment, from inception of its work to project completion, such that all work will be completed on time and within budget. The key elements of critical activities should be elaborated upon.
- Overall approach to problem solving of ReTRAC project issues such as working with City, UP, the design-build contractor and other stakeholders.
- Overall approach to the maintenance of public safety, traffic mitigation and mitigation of adverse affects on impacted businesses.
- Overall approach to oversight and coordination of design and construction by the design-build contractor.
- Overall approaches to the issues involving cooperation with and relocation of public utilities, including methods to keep this work on schedule without adversely affecting the design-build contract.
- Approach to partnering and how it will be applied in issues dealing with the public, affected businesses, the design-build contractor and City and how it will expeditiously resolve these issues.
- Manner in which the proposer will implement the public affairs/public information task and seamlessly integrate the PMC's role and the contractor's role in connection therewith.

- Management methods proposed for effectively reporting on progress, controlling schedule and budget; proposal for work breakdown structure and methods to make QA/QC oversight into a genuine commitment to excellence. Approach to risk sharing and stipend alternatives for the City's design-build procurement.
- Overall approach to problem solving project issues, such as working with the community, maintenance of public and project safety and security, business interruption, and coordination of design/construction and operational issues.
- Overall approach to maintaining the integrity, security and safety of the UP.

Knowledge and Understanding of the ReTRAC Project. 20 Points. In response to this section, the proposer's "skills" and "approach to the project" should be combined to show how the PMC's team understands ReTRAC's issues and needs. The proposer should address how its team will deal with the many diverse, and at times competing, elements to bring the project through the bid stage and completion of construction to the satisfaction of the general public, those impacted by the project and those directly involved.

Knowledge of Project-specific conditions. 10 Points. Because of the need for the PMC to manage, administer and coordinate the procurement and development of ReTRAC project among several stakeholders, proposers will be evaluated based upon their understanding and experience with the City, FHWA, NDOT, UP and other stakeholders, requirements, relationships, and conditions, including those of affected property owners and business, and utility companies, as well as the proposer's understanding of the specific risks and issues to be faced by the City in developing the ReTRAC project.

Disadvantaged Business Enterprise (DBE) participation. The proposer's DBE program for the PMC role must satisfy 49 CFR Part 26. 5% of the value of the negotiated agreement has been established as a requirement for DBE participants who must work as fully-fledged team members on tasks relevant to the activities of the scope-of-work. The State of Nevada must have certified DBEs 5 days prior to proposal submission and each proposal shall clearly indicate satisfaction of the DBE requirement; provided, however, that a proposer who is unable to meet the DBE requirement may be considered eligible by making a "good faith effort." The "good faith effort" must be documented and submitted with the proposal. It may include items listed in 49 CFR Part 26.45.

PROPOSAL REQUIREMENTS

Proposals will be scored on the four categories: 1) Proposer and key personnel skill and experience - 35 points; 2) Approach to work tasks - 35 points; 3) Knowledge and understanding of the ReTRAC project - 20 points; and 4) Knowledge of project-specific conditions - 10 points. Proposals shall be organized in accordance with the aforementioned four categories and shall address each of the areas and evaluation criteria, including sub-elements and "bullets", identified in this RFQ/RFP in the order set forth in this RFP. Opposite each personal résumé included, print an organization chart on the opposite page highlighting that person on the chart so that the reviewers can identify where that person fits in the organization.

Proposers shall submit 15 bound copies and one unbound copy of the proposal. Proposals shall be printed single sided on 8 ½ x 11 paper, except for the opposite-page organization charts. They should not exceed 30 pages of text responsive to the 4 categories above plus a maximum additional 10 pages of project-relevant experience text (resumes for proposed managers and staff are excluded from this page count). In addition to the 30 pages plus 10 pages noted above current copy of SF 254 and SF 255 for each firm that is part of the proposal is required. On SF 254, in Item 10, include only relevant projects. On SF 255 do not complete Items 7, 9, and 10. In addition to the 40 pages of text, proposed manager and staff resumes, supplemental corporate data, brochures, etc. may be included if they apply specifically to project issues. Elaborate proposals and presentations are discouraged.

Upon submission, proposals become the property of the City of Reno.

Each proposer must include in its proposal an express statement that it agrees to be sequestered during the interviews of other proposers.

EVALUATION, SELECTION, NEGOTIATION AND AWARD

The City will follow the rules applicable to federally funded consultant contracts in the evaluation, selection, negotiation and award of the PMC contract. The City intends to appoint an evaluation committee that includes representatives of Union Pacific, the Nevada Department of Transportation, the Reno business community, City staff and no more than four members of the City Council. The evaluation committee shall be supported by such technical, legal and financial advisors as it sees fit.

Upon receipt of the Preliminary Proposals, each committee member will independently review the proposals and fill out evaluation forms for each proposer. The evaluation forms will be based on the evaluation criteria stated in this RFP. The committee will then meet to discuss the Preliminary Proposals. Following the discussions, each committee member will have the opportunity to revise his or her evaluation forms. The scores will be averaged for each criterion line item, excluding the high and low score for each criterion line item. All evaluation committee meetings will be subject to the Nevada Open Meeting Law and, accordingly, meetings will be held in public. Proposer representatives may attend the meeting.

The three proposers with the highest total scores will be invited to interviews on a specified date. If there is a tie for the third highest rating or if the differentiation between the third highest rated proposer and one or more lower rated proposers is, in the judgment of the evaluation committee, de minimis, the number of proposers invited to interviews may be expanded. The interviews will also be subject to the Nevada Open Meeting Law and representatives of all proposers may attend them. In order to avoid unfair advantage to any proposer during the interview process, the order of the interviews will be randomly determined, and each proposer that has not yet been interviewed must agree to be sequestered during the other interviews.

Following the interviews, the committee members will individually fill out evaluation forms for each proposer being interviewed. The evaluation forms will be based on the evaluation criteria stated in this RFP. The committee will then discuss the qualifications of the interviewed proposers in light of the interviews. Following the discussions, each committee member will have the opportunity to revise his or her evaluation. The scores will be averaged for each criterion, excluding the high and low score.

The shortlisted proposer's final score will be determined by adding 60% of the total technical score and 40% of the total interview score. The committee will recommend to the City Council that the proposer with the highest final score be selected for negotiations. City Council will have the right to approve the recommendation, disapprove the recommendation or take such other action consistent with applicable law as it deems appropriate.

If the City Council approves the recommended selection (or takes such other action consistent with applicable law), staff will proceed with negotiations with the selected proposer as to the specific scope of work, contract terms and compensation, following the process set forth in the Brooks Act.

Upon the successful completion of such negotiations, 10 copies of the proposed contract shall be executed by the proposer and submitted to the City Council for approval and award, together with the documents and information described below. If negotiations with the selected proposer (or a subsequent proposer) are not successful, the City may, upon the direction of the City Council, proceed to commence negotiations with the next highest ranked proposer until such time, if any, as a contract acceptable to the City is negotiated (at which time 10 copies of such contract shall be executed by the proposer and submitted to the City Council for approval and award).

The proposer to whom the PMC contract is awarded shall deliver the following required documents to the City concurrently with the executed contract:

- Evidence of approval of the final form of the PMC contract, in the form of a certified resolution of the governing body of the proposer expressly stating such body's approval of the final form of the contract and, if the proposer is a partnership, joint venture, unincorporated association or limited liability company, of the governing bodies of the entity's partners or members.
- Evidence of insurance required to be provided by the PMC under the contract.
- Such other documents and certificates required under the contract to be delivered by the PMC prior to the effective date of the contract.

Within 7 days after (and if) the contract is authorized and approved by the City Council, the City will execute and return 2 executed copies of the contract to the proposer.

PROTEST PROCEDURES

This Section sets forth the exclusive protest remedies available with respect to this RFP. Each proposer, by submitting its proposal, expressly recognizes the limitation on its rights to protest contained herein, expressly waives all other rights and remedies and agrees that the decision on any protest, as provided herein, shall be final and conclusive unless wholly arbitrary. These provisions are included in this RFQ/RFP expressly in consideration for such waiver and agreement by the proposers. Such waiver and agreement by each proposer also act as consideration to each other proposer for making the same waiver and agreement. If a proposer disregards, disputes or does not follow the exclusive protest remedies set forth in this RFP, it shall indemnify, defend and hold the City, its directors, officers, officials, employees, agents, representatives and consultants, harmless from and against all liabilities, expenses, costs (including attorneys' fees and costs), fees and damages incurred or suffered as a result of such proposer's actions. The submission of a proposal by a proposer shall be deemed the proposer's irrevocable and unconditional agreement with such indemnification obligation.

A. Protests Regarding RFP

The proposers may protest the terms of this RFQ/RFP on the grounds that (a) a material provision in this RFQ/RFP is wholly ambiguous, (b) any aspect of the procurement process described herein is contrary to legal requirements applicable to this procurement, or (c) this RFQ/RFP in whole or in part exceed the authority of the City. Protests regarding this RFQ/RFP shall be filed only after the proposer has informally discussed the nature and basis of the protest with the City in an effort to remove the grounds for protest. Protests regarding this RFQ/RFP shall completely and succinctly state the grounds for protest and shall include all factual and legal documentation in sufficient detail to establish the merits of the protest. Protests regarding this RFQ/RFP shall be filed by hand delivery to the City c/o Ms. Edie Evans, ReTRAC Project Office, 190 East Liberty Street, Reno, Nevada 89501, with a copy going to Merri Belaustegui-Traficanti, Esq., Deputy City Attorney, City of Reno, 490 South Center Street, Room 204, Reno, NV 89501, as soon as the basis for protest is known to the proposer, but in no event later than 20 days before the Proposal Due Date, provided that protests regarding an Addendum shall be filed no later than ten days after the Addendum is issued. The City will distribute copies of the protest to other registered proposers and may, but need not, request other proposers to submit statements or arguments regarding the protest and may, in its sole discretion, discuss the protest with the protestant. The protestant shall have the burden of proving its protest by clear and convincing evidence. No hearing will be held on the protest, but it shall be decided, on the basis of the written submissions, by the City Manager or his designee, whose decision shall be final and conclusive. The City Manager or his designee shall issue a written decision regarding any protest to each proposer. If necessary to address the issues raised in a protest, the City may, in its sole discretion, make appropriate revisions to this RFQ/RFP by issuing Addenda. The failure of a proposer to file a basis for a protest regarding this RFQ/RFP shall preclude consideration of that ground in any protest of a selection unless such ground was not and could not have been known to the proposer in time to protest prior to the final date for such protests. The City may extend the proposal due date, if necessary, to address any such protest issues.

If the protest is denied, the proposer filing the protest shall be liable for the City's costs reasonably incurred in any action to defend against or resolve the protest, including legal and consultant fees and costs, and any unavoidable damages sustained by the City as a consequence of the protest. If the protest is granted, the City shall not be liable for payment of the protestant's costs. The City shall not be liable for any damages to the proposer filing the protest or to any participant in the protest, on any basis, express or implied.

B. Protests Regarding Evaluation and Selection

The proposers may protest the results of the above-described evaluation and selection process by filing a protest by hand delivery to the City c/o Ms. Edie Evans, ReTRAC Project Office, 190 East Liberty Street, Reno, Nevada 89501, with a copy going to Merri Belaustegui-Trafficanti, Esq., Deputy City Attorney, City of Reno, 490 South Center Street, Room 204, Reno, NV 89501. Any protest regarding selection for interviews must be filed within 3 business days after public announcement of the selection for interviews. Any protest regarding selection for negotiations must be filed within 5 business days after public announcement of selection for negotiations. The proposer filing the protest shall concurrently file a copy of the protest with the other registered proposers whose addresses may be obtained from the City. The notice of protest shall specifically state the grounds for the protest.

Within 7 days after delivery of the notice of protest to the City, the protestant shall file by hand delivery to the City, at the address specified on the first page of this RFP, with a copy going to Merri Belaustegui-Trafficanti, Esq., Deputy City Attorney, City of Reno, 490 South Center Street, Room 204, Reno, NV 89501, a detailed statement of the grounds, legal authority and facts, including all documents and evidentiary statements in support of the protest. The protestant shall concurrently file a copy of the detailed statement with the other registered proposers. Evidentiary statements, if any, shall be submitted under penalty of perjury. The protestant shall have the burden of proving its protest by clear and convincing evidence. Failure to file a protest within the applicable period shall constitute a waiver of the right to protest the interview, evaluation and selection process, as well as the award of the PMC contract, other than any protest based on facts not reasonably ascertainable as of such date.

Other registered proposers may file, by hand delivery to the City at the above addresses, statements in support of or in opposition to the protest within 7 days of the filing of the detailed statement of protest. The City shall promptly forward copies of any such statements to the protestant. Any evidentiary statements shall be submitted under penalty of perjury.

The City Manager or his designee shall issue a written decision regarding the protest within 30 days after the filing of the detailed statement of protest and such decision shall be final and conclusive. Unless otherwise required by law, no evidentiary hearing or oral argument shall be provided, except, in the sole discretion of the City Manager or his designee, a hearing or argument may be permitted if necessary for the protection of the public interest or an express, legally recognized interest of a proposer or of the City.

If the City Manager or his designee concludes that the proposer filing the protest has established a basis for protest, the City Manager or his designee will determine what remedial steps, if any, are necessary to address the issues raised in the protest.

If the protest is denied, the proposer filing the protest shall be liable for the City's costs reasonably incurred in any action to defend against or resolve the protest, including legal and consultant fees and costs, and any unavoidable damages sustained by the City as a consequence of the protest. If the protest is granted, the City shall not be liable for payment of the protestant's costs. The City shall not be liable for any damages to the entity filing the protest or to any participant in the protest, on any basis, express or implied.

RESERVATIONS BY THE CITY

The City may investigate the qualifications and proposal of any proposer under consideration, may require confirmation of information furnished by a proposer and may require additional evidence of qualifications to perform the scope of work described in this RFP. The City reserves the right, in its sole discretion, to:

- Reject any or all of the proposals.
- Issue a new request for proposals.
- Cancel or withdraw the entire RFP, or any part hereof.
- Issue Addenda, supplements and modifications to this RFQ/RFP and the RFQ/RFP process. Addenda, supplements and modifications to this RFQ/RFP shall be circulated to all registered proposers in advance of the proposal due date and the City may extend the proposal due date if such modifications are deemed by the City, in its reasonable discretion, to be material and substantive.
- Appoint evaluation committees to review proposals, make recommendations to the City Council and seek the assistance of outside technical experts and consultants in proposal evaluation.
- Revise and modify, at any time before the proposal due date, the factors it will consider in evaluating responses to this RFQ/RFP and to otherwise revise or expand its evaluation methodology. If such revisions or modifications are made, the City shall circulate an addendum to all registered proposers setting forth the changes to the evaluation criteria or methodology. The City may extend the proposal due date if such changes are deemed by the City, in its reasonable discretion, to be material and substantive.
- Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFP.
- Approve or disapprove changes in the proposal team or Proposal. A substitution of any of the key personnel will be carefully scrutinized and may result in disqualification of the proposal.
- Waive minor deficiencies, informalities and irregularities in proposals; seek and receive clarifications to a Proposal.
- Add or delete tasks to the scope of work.
- Disqualify any proposer that changes its submittal without City approval.
- Suspend and/or terminate contract negotiations with a proposer at any time, to elect

not to commence contract negotiations with any responding proposer and the right to engage in negotiations with other than the next highest ranked proposer if directed by City Council.

This RFQ/RFP does not commit the City to enter into a contract. The City assumes no obligations, responsibilities, and liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to this RFP. All of such costs shall be borne solely by each proposer and proposer team.

In no event shall the City be bound by, or liable for, any obligations with respect to the PMC until such time (if at all) as a contract, in form and substance satisfactory to the City, have been executed and authorized by the City and approved by all required parties and, then, only to the extent set forth therein.